

COMPUTER MATCHING AGREEMENT  
BETWEEN THE SOCIAL SECURITY ADMINISTRATION  
AND  
THE DEPARTMENT OF VETERANS AFFAIRS  
VETERANS BENEFITS ADMINISTRATION  
(Match #1008)

Purpose

This computer matching agreement (agreement) sets forth the terms, conditions, and obligations under which the Department of Veterans Affairs (VA), Veterans Benefits Administration (VBA) will provide the Social Security Administration (SSA) with information necessary to: (1) identify certain Supplemental Security Income (SSI) and "Private Veterans Benefit (SVB) recipients under Title XVI and Title VIII of the Social Security Act (Act), respectively, who receive VA-administered benefits; (2) determine the eligibility or amount of payment for SSI and SVB recipients; and (3) identify the income of individuals who may be eligible for Medicare cost-sharing assistance through the Medicare Savings Programs (MSP) as part of the agency's Medicare outreach effort.

11. Legal Authority

This agreement is executed in compliance with section 1106 of the Act (42 U.S.C. 1306), the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, and the regulations and guidance promulgated thereunder.

The authorities for SSA to conduct this computer matching are sections 806(b), 1144, and 1631(c)(1)(B) and (f) of the Act (42 U.S.C. §§ 1006(b), 1320b-14, and 1383(e)(1)(8) and (t)).

The legal authority for VA to disclose information under this agreement is section 1011 J 631(l) of the Act (42 U.S.C. 1383(f)), which requires Federal agencies to provide such information as the Commissioner of Social Security needs for purpose of determining eligibility for or amount of benefits, or verifying other information with respect thereto.

**TH. Definitions**

A. "Compensation and Pension Payment Data" means information pertaining to compensation and pension benefits paid to anyone by VA based on an individual's military service.

13. "Medicare Outreach Efforts" means SSA activities designed to identify and notify Medicare beneficiaries under section 1144 of the Act who may be eligible for medical assistance for payment of the cost of Medicare cost-sharing under the provided Medicaid program. SSA provides list of those who received notification about Medicare cost-sharing assistance to the state agencies that administer MSP.

Link to the bill of the article

- I. Will be required to update its Supplemental Security Record (SSR) to reflect the VA's pension status and pertinent payment data.
- Will be required to update pension and disability payment data to determine the eligibility for SSI or SVB recipients.
- Will identify the income of the individual, identified in section 1144 of the Act to determine their potential eligibility for the MSP.
- Will provide (Congress and the Office of Management and Budget (OMB)) with the list of the program and disability public health required matching criteria with the Federal Register (Fed. Reg.).

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to provide the compensation and pension payment data to SSA.

The Commission reports for this disclosure on behalf of VA are the VB's, C. Pension Status and Pension and Fiduciary Service.

Judicially Anticipated Results

As a result of

Section, 806(b) and 1631 (C) (I) (I) of the Act 1-n U.S.C. §§ 1006(b) and 1011(c) (1) (ff) require SSA to verify the declarations of applicants for and recipients of VA payments (eligibility factors and other relevant facts with individuals or collateral sources before making determinations of eligibility or payment).

Section 1631(n) of the Act (12 U.S.C. § 1383(t)) requires Federal agencies to furnish SSA with information necessary to verify SSI eligibility and amount of benefits. Section 144 of the Act (11 U.S.C. § 1301(b)-14) requires SSA to conduct outreach for the ISP computer matching but the most efficient and comprehensive method of collecting and comparing this information. No other administrative action can accomplish this purpose with the same degree of efficiency.

3. Anticipated Results

The benefits to the limited states (reduction) of this matching operation is, the reduction of the cost of the decrease in the monthly payment and the prevention of future overpayment amounts. Based upon the latest evaluation of the

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\ I. Description of Matched Records

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C. SpL:cificd Data Elements

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D I: requcm:y of fatch,ng

V. \ Will furnish 'iS,\ \ ith an electronic file containing VA compensulion and pt!n!.ion  
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#### **VU. Accuracy Assessments**

Previous matches with the same files indicate that the SSNs on VA records are 99 percent accurate. The VA compensation and pension data are virtually 100 percent accurate at the time of creation.

SSA does not have an accuracy assessment specific to the data elements listed in this agreement. However, SSA conducts periodic, statistically valid, stewardship (payment accuracy) reviews, in which the benefits or payments listed in this agreement are included as items available for review and correction. SSA quality reviewers interview the selected OASDI and SSI beneficiaries/recipients and redevelop the non-medical factors of eligibility to determine whether the payment was correct. Based on the available study results, we have a reasonable assurance that SSA's accuracy assumptions of a 95 percent confidence level for the monthly benefits or payments listed in this agreement (Fiscal Year (FY) 2016 Title II Payment Accuracy Report, August 2017; FY 2016 Title XVI Payment Accuracy Report, August 2017).

#### **VIII. Procedures for Individualized Notice**

SSA will notify applicants or representative payees directly at the time of application for SSI or SVB payments and, for recipients, annually during the life of the match, that SSA will match their records against those of other agencies. SSA will also publish a notice of this matching program in the Federal Register. The notice will conform to standards set by OMB and the SSA Data Integrity Board (DIB).

VA will notify all applicants who apply for VA benefits that VA will conduct matching programs. VA's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language, when necessary. VA will provide subsequent notices to its beneficiaries as required. VA's subsequent notice consists of appropriate language mailed by check stuffer or letter to all potentially affected beneficiaries.

#### **IX. Verification Procedure and Opportunity to Contest**

SSA will determine if the data on VA's file is consistent with the data on SSA's file. If the data is not consistent, SSA will contact the individual or representative payee to confirm the data.

At least 10 days (the applicable time period currently established under the SSJ and SVB programs) before taking any adverse action based on the information received from the match, SSA will provide written notice to each individual or representative payee for whom SSA decides such adverse action is necessary. The notice will inform the individual of the match findings and provide the following information:

- I. SSA has received information from VA pertaining to receipt of a compensation or pension payment, which indicates that an adverse action affecting the individual's SSJ

or SVB eligibility or payments is necessary.

2. In order to prevent an action to suspend or reduce benefits, the individual has 10 days (the applicable time period currently established under the SSI and SVB programs) from the date of the notice to contact SSA to contest the adverse decision and submit evidence, if required, to support a decision that benefits should not be suspended or reduced. Unless the individual notifies SSA otherwise within 10 days from the **date** of the notice, SSA will conclude that the data VA provides is correct and will make the necessary adjustment to the individual's SSI or SVB payment. SSA will consider failure to respond to the notice sufficient justification for taking the adverse action. SSA will permit further appeals of adverse action as described in applicable SSI and SVB instructions and regulations.

#### X. Procedures for Betentiop agd Timely Destruction of Records

SSA will retain the electronic files received from VA only for the period of time required for any processing related to the matching program and will then destroy them by means of electronic erasure following VA Handbook 6500.J, *Electronic Media Sanitization*. SSA must retain some information on particular individuals, which this matching program will generate, in order to meet evidentiary requirements. If such retention is warranted, SSA will retire the retained records in accordance with applicable Federal Records Retention Schedules (44 U.S.C. § 3303a). SSA will not create a separate file or system containing the data VA provides to SSA.

#### XI. Security Procedures

SSA and VA will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016), and Memorandum M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Both agencies are responsible for oversight and compliance of their contractors and agents.

#### A. Loss Reporting

If either SSA or VA experiences an incident involving the loss or breach of PII provided by SSA or VA under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team and the agency's privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Information Security Contact named in this agreement. If VA is unable to speak with the SSA Information Security Contact within one hour or if for some other reason notifying the SSA Information Security Contact is not practicable (e.g., it is outside of the normal business hours), VA will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with VA's Information Security Contact within one hour, SSA will contact the VA Network and Security Operations Center at 1-855-673-4357, Option 6 then Option 4.

#### B. Breach Notification

SSA and VA will follow PII breach notification policies and related procedures issued by OMB. If the agency that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other agency.

VA must follow VA's data breach policies and procedures as set forth in Public Law 109-461, 38 C.F.R. Part 75, VA Handbook 6500, and Office of Information & Technology guidance when responding to a breach of PII.

#### C. Administrative Safeguards

SSA and VA will restrict access to the data matched and to any data created by the match to only those users (e.g., employees, contractors, etc.) who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and VA will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

#### D. Physical Safeguards

SSA and VA will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and any data created by the match. SSA and VA will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

#### E. Technical Safeguards

SSA and VA will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. VA will transfer the data and SSA will store the data using FIPS 140-2 compliant encryption. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and VA will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

#### F. Application of Policy and Procedures

SSA and VA will adopt policies and procedures to ensure that each agency uses the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and VA will comply with these guidelines and any subsequent revisions.

#### G. Security Assessments

NIST Special Publication 800-37, as revised, encourages agencies to accept each other's security assessments in order to reuse information system resources and/or to accept each other's assessed security posture in order to share information. NIST 800-37 further encourages that this type of reciprocity is best achieved when agencies are transparent and make available sufficient evidence regarding the security state of an information system so that an authorizing official from another organization can use that evidence to make credible, risk-based decisions regarding the operation and use of that system or the information it processes, stores, or transmits. Consistent with that guidance, the parties agree to make available to each other upon request system security evidence for the purpose of making risk-based decisions. Requests for this information may be made by either party at any time throughout the duration or any extension of this agreement.

### **XII. Records Usage, Duplication, and Redisclosure Restrictions**

- A. SSA will adhere to the following limitations on the use, duplication, and disclosure of the electronic files and data that VA provides to SSA:
  - 1. SSA will use and access the files VA provides only for the purposes described in this agreement.
  - 2. SSA will not use the data to extract information concerning individuals therein for any purpose not specified in this agreement.
  - 3. SSA will not duplicate or disseminate the files VA provides within or outside SSA without the written permission of VA. VA will not give such permission

unless the law requires disclosure or the disclosure is essential to the matching program. For such permission, SSA must specify in writing what data SSA is requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.

- B. Both parties will keep an accurate accounting of disclosures from an individual's records as required by the Privacy Act at 5 U.S.C. § 552a(c.)

### **XIII. Comptroller General Access**

The Government Accountability Office (Comptroller General) may have access to all VA and SSA data it deems necessary, in order to monitor or verify compliance with this agreement

### **XIV. Reimbursement**

Due to the nominal costs of services associated with providing data to SSA under this agreement, VA waives recovery of the costs pursuant to the Economy Act (31 U.S.C. § 1535). Should VA determine in the future that the cost of providing services is significant, SSA and VA may establish a reimbursable agreement allowing for cost adjustments.

### **XV. Duration, Modification, and Termination**

- A. **Effective Date:** The effective date of this agreement is November 11, 2019, provided that SSA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and SSA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(1 2).

- B. **Duration:** This agreement will be in effect for a period of 18 months.

- C. **Renewal:** The DIBs of VA and SSA may, within 3 months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if VA and SSA can certify to their DIBs that:

1. The matching program will be conducted without change; and
2. VA and SSA have conducted the matching program in compliance with the original agreement.

If either party does not want to continue this program, it must notify the other agency of its intention not to continue at least 90 days before the end of the period of the agreement.

- D. Modification: The parties may modify this agreement at any time by a written modification, agreed to by both parties and approved by the DIB of each agency.
- E. Termination: The parties may terminate this agreement at any time with the consent of both parties. Either party may unilaterally terminate this agreement upon written notice to the other party, in which case the termination shall be effective 90 days after the date of the notice, or at a later date specified in the notice.

#### **XVI. Integration Clause**

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between the parties that pertain to the disclosure of the specified VA compensation and pension benefit payment data for the purposes described herein. SSA and VA have made no representations, warranties, or promises outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it.

#### **XVII. Persons to Contact**

A. SSA contacts:

**Program Issues**

Martha Gurka, Social Insurance Specialist  
Office of SSI and Representative Payee Policy  
Office of Income Security Programs  
Office of Retirement and Disability Policy  
6401 Security Boulevard, 2400 Robert M. Ball Building  
Baltimore MD 21235  
Telephone: (410) 966-6416  
Fax: (410) 966-0980  
Email: [Martha.Gurka@ssa.gov](mailto:Martha.Gurka@ssa.gov)

**Computer Systems Issues**

Jennifer Cullinane, Branch Chief  
DBIA/Data Exchange and Verification Branch of IT Programmatic Business Support  
Office of Systems  
6401 Security Boulevard, 3-F-3 Robert M. Ball Building  
Baltimore, MD 21235  
Telephone: (410) 966-8044  
Fax: (410) 966-3147  
Email: [Jennifer.Cullinane@ssa.gov](mailto:Jennifer.Cullinane@ssa.gov)

**Information Security Issues**

Jennifer Rutz, Director  
Division of Compliance and Oversight  
Office of Information Security  
Office of Systems  
Suite 3383 Perimeter East Building  
6201 Security Boulevard  
Baltimore, MD 21235  
Telephone: (410) 965-0266  
Email: [Jennifer.Rutz@ssa.gov](mailto:Jennifer.Rutz@ssa.gov)

**Matching Agreement Issues**

Donald Scott, Government Information Specialist  
Office of Privacy and Disclosure  
Office of the General Counsel  
G-401 West High Rise  
Baltimore, Maryland 21235  
Telephone: (410) 965-8850  
Email: [Donald.Scott@ssa.gov](mailto:Donald.Scott@ssa.gov)

**Agreement Liaison**

Stephanie Meilinger  
Office of Data Exchange, Policy Publications and International Agreements  
Office of Data Exchange and International Agreements  
6401 Security Boulevard, 4700 Annex  
Baltimore, Maryland 21235  
Telephone: (410) 966-0476  
Email: [Stephanie.Meilinger@ssa.gov](mailto:Stephanie.Meilinger@ssa.gov)

B. VA contacts:

**Program Issues**

Eric Robinson, Program Analyst  
Compensation Service (212C)  
810 Vennont Avenue, NW  
Washington, DC 20420  
Telephone: (202) 443-6016  
Email: [Eric.Robinson3@va.ll.gov](mailto:Eric.Robinson3@va.ll.gov)

### Systems Issues

Mr. Scott A. **Fagan**, Senior Program Analyst  
Compensation Service (21SA)  
Technical Rules Development Staff  
Telephone: (402) 420-4233  
Fax: (402) 420-4066  
Email: [Scott.Fagan@vagov](mailto:Scott.Fagan@vagov)

### Information Security Issues

Yancy McPherson  
Information System Security Officer (ISSO)  
District 2, Southern Territory  
**Service** Operations - Enterprise Security Operations  
6437 Gamers Ferry Road  
Columbia, SC 29209  
Telephone: (803) 647-2339  
Email: [Yancy.McPherson@va.gov](mailto:Yancy.McPherson@va.gov)

**XVIII. Signatures**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that *it* has the same meaning as his/her handwritten signature.

**SOCIAL SECURITY ADMINISTRATION**



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Monica Chen  
Acting Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

Date: 1/18/17

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Chair

Data Integrity Board

Date: 1/18/17

XVIII. Signatures (continued)

**DEPARTMENT OF VETERANS AFFAIRS**

**BETHA.MURPHY** Digitally signed by BETHA.MURPHY  
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Beth Murphy, Executive Director  
Compensation Service

Date \_\_\_\_\_

**KEVIN JFRIEL** Digitally signed by KEVIN JFRIEL  
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Date 2019050217:43:46 -04'00'

Ronald S. Blanke, Jr., Executive Director Kevin Friel  
Pension and Fiduciary Service Deputy Chief

Date \_\_\_\_\_

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Data Integrity Board

Date 5/21/2021

**Cost Benefit Analysis (CBA) Between The  
Social Security Administration (SSA)  
And  
The Department of Veterans Affairs (VA), Veterans Benefits  
Administration (VBA)  
(Match #1008)**

*Objective*

The objective of this CBA is to determine the cost effectiveness of the computer matching operation between SSA's Supplemental Security Record (SSR) and the VA, VBA.

**Background**

This matching operation detects unreported or underreported unearned income by identifying Supplemental Security Income (SSI) recipients who receive VA-administered benefits. VA provides SSA with electronic payment files of compensation and pension payment data. SSA then matches VA data with unearned income information maintained on the SSR to detect unreported or underreported unearned income and make automated payment adjustments.

**Methodology**

The Office of Systems (OS) provides the Office of Data Exchange (ODX) with a monthly report of the amount of records received from the VA. The report contains counts and total payment adjustment amounts for those alerts that have a corresponding SSR, as well as the dispositions of these alerts. SSA limits this report to the costs and benefits derived from automated payment adjustments made as a result of the VA/SSR matching operation. As a part of the study, ODX reviews the monthly-automated reports to identify the number of cases with payment changes (suspended, decreased, or increased) for January 2017 through December 2017.

**Findings**

Between January 2017 through December 2017, SSA received 750,679 records from the VA; 687,472 of which matched SSA/SSR records. The system processed automated updates to 30,663 records and made 5,677 payment adjustments. Of these 5,677 payment adjustments, we suspended 4,563 monthly benefit payments, decreased 984 monthly benefit payments, and increased 189 monthly benefit payments. SSA had no prior report of VA income in 3,604 of the 4,563 cases in which we suspended monthly benefit payments, and in 637 of the 984 cases in which we decreased the monthly benefit payments.

## Benefits

This report focuses on the benefits associated only with automated payment adjustments due to VA/VBA benefit payments.

Over the 12-month period between January 2017 and December 2017, we suspended 4,563 monthly payments averaging \$245.75. The total adjustment in suspended monthly payment amount was \$1,121,357.25. We conservatively predict that these incorrect payments would have continued without this matching operation for 6 months, costing SSA approximately \$6,728,144.

We also decreased 984 benefit payments averaging \$92.82. The total payment adjustment, due to decreased SSI payments, was \$91,334.88. We conservatively predict that these incorrect payments would have continued without this matching operation for 6 months, costing SSA **approximately \$548,009.**

In 189 cases, the system made the automated payment adjustments based on overstated unearned income. This resulted in an average increase of \$140.92 in the combined monthly payment amount for a total adjustment of approximately \$26,633.88. Just as with the detected overpayments, if this underpayment were to continue for 6 months, the underpayment would total approximately \$159,803.

The total benefit of this match is \$7,276,153. This amount does not include the \$159,803 since this amount is not a monetary saving to SSA.

## Costs

### *The matching agreement and operation*

For each data exchange operation, we track the total salary and overhead dedicated to perform each matching operation. We do not consider any field office processing costs since this cost benefit analysis reviews only automated adjustments to benefit payments. The FY 2017 Systems costs for the SSA and VANBA matching operation totaled \$140,200 for direct services (salaries and programming).

## Conclusion

The benefit to the United States Treasury of this matching operation is the correction of those cases in which SSA is required to take action to suspend, decrease, or increase monthly payment amount, based on unearned VA benefit and compensation, and the prevention of future overpayments.

Because of this matching operation, SSA avoided issuing \$7,276,153 in overpayments and correctly adjusted 189 SSRs to pay SSI recipients \$159,803 in underpayments. The total monetary benefit to SSA is \$7,276,153 and the cost to SSA for this matching operation is \$140,200; thus showing the matching operation to be cost-effective with a benefit-to-cost ratio of 51.9:1.

This matching operation is cost-effective and we recommend continuing this matching operation.

**Cost Benefit Analysis (CBA) for the Computer Matching Operation Between the  
Social Security Administration (SSA) and the  
Department of Veterans Affairs (VA) Veterans Benefits Administration  
(Match #1008)**

**Based** on the totals from monthly interfaces run January 2017- December 2017

Number of alerts sent from VA to SSA	750,679
Number of alerts matching SSA/SSR	687,472
Number of records with payment changes	5,677

Benefits

**Suspended Monthly SSI Benefits**

Number of Alerts with Suspended Benefits	4,563
Average Suspended Benefit Amount	\$245.75
Total Amount of Suspended Benefits	\$1,121,357.25
Projected for 6 Months (rounded)	\$6,728,144

**Decreased Monthly SSI Benefits**

Number of Records with a Decrease in Monthly Payment Amount	984
<b>Average</b> Payment Adjustment	\$92.82
Total Monthly Benefit Adjustment	\$91,334.88
Projected for 6 Months (rounded)	548,009

**Increased Monthly SSI Benefits**

Number of Records with an Increase in Monthly Payment Amount	189
Average Payment Adjustment	\$40.92
Total Monthly Benefit Adjustment	26,633.88
Projected for 6 Months (rounded)	\$159,803

<b>Total Benefit (excludes increase monthly SSI Benefits)</b>	<b>\$7,276,153</b>
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**Costs**

Systems Costs (Office of Systems, Budget Staff) **\$140,200**

**Benefit to Cost Ratio: 51.9: 1**

**Calculations****Suspended benefits**

\$1,121,341.90 (total suspended benefits)/4,563 (number of cases with suspended benefits) = \$245.75 (avg. suspended benefit payment).

\$245.75 (avg. suspended benefit payment) x 4,563 (number of cases with suspended benefits) = \$1,121,357.25 (total amount of benefits suspended).

\$1,121,357.25 (total amount of suspended benefits payments) x 6 (number of months incorrect payments expected to continue) = \$6,728,144 (rounded).

**Decreased benefits**

\$91,331.91 (total decreased benefits)/984 (number of cases with decreased benefits) = \$92.82 (avg. decreased benefit payment amount).

\$92.82 (avg. decreased benefit payment amount) x 984 (number of cases with decreased benefit payments) = \$91,334.88 (total amount of benefits decreased).

\$91,334.88 (total amount of decreased benefit payments) x 6 (number of months incorrect payment expected to continue) = \$548,009 (rounded).

**Increased benefits**

\$26,634.37 (total increased benefits)/189 (number of cases with increased benefits) = \$140.92 (avg. increased benefit payment amount, rounded).

\$140.92 (avg. increased payment amount, rounded) x 189 (number of cases with increased benefits) = \$26,633.88 (total amount of increased benefits payments).

\$26,633.88 (total amount of benefits increased) x 6 (number of months incorrect payment expected to continue) = \$159,803 (rounded).